

SQUAXIN ISLAND TRIBE

Route 1, Box 257

Shelton, Washington 98584

Calvin J. Peters - *Chairman*
 Bryan A. Johnson - *Vice Chairman*
 Sally Ann Norman - *Secretary*

Wesley Whitener - *Treasurer*
 John Krise - *Councilman*
 Florence Sigo - *Tribal Historian*



RESOLUTION NO. 79-59
 of the
 SQUAXIN ISLAND TRIBAL COUNCIL

WHEREAS, the Squaxin Island Tribal Council is the Governing Body of the Squaxin Island Indian Reservation by authority of the Constitution and By-Laws of the Squaxin Island Tribe, as approved and adopted by the General Body and the Secretary of the Interior on July 8, 1965, and

WHEREAS, the Squaxin Island Tribe is a member of the Southern Puget Sound Inter-Tribal Housing Authority, and

WHEREAS, the Squaxin Island Tribal Council is desirous of entering into a twenty-five (25) year, plus twenty-five (25) year lease with the Southern Puget Sound Inter-Tribal Housing Authority in order to accommodate those units allocated to the Squaxin Island Tribe by the Housing Authority, and

WHEREAS, the land was purchased for the housing development, and

WHEREAS, the Authority has approval to pay the appraised "Leasehold Value" as determined by the Bureau of Indian Affairs, and

WHEREAS, those units allocated to the Squaxin Island Tribe through the Southern Puget Sound Inter-Tribal Housing Authority shall be located on a cluster site of approximately twenty (20) acres which is described as,

The Northeast quarter of the Southeast quarter of the Northeast quarter and the Southeast quarter of the Southeast quarter of the Northeast quarter in Section 20, Township 19 North, Range 3 West, W.M., in Mason County, Washington.

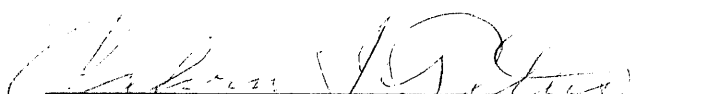
WHEREAS, the Squaxin Island Tribal Council requires the signatures of the Chairman, Vice-Chairman, and Secretary on any legal form or contract.

NOW THEREFORE BE IT RESOLVED, the Squaxin Island Tribal Council does hereby authorize the Chairman, Vice-Chairman, and Secretary of the Squaxin Island Tribal Council to enter into a twenty give (25) year, plus twenty five (25) year lease with the Southern Puget Sound Inter-Tribal Housing Authority for the purpose of accomodating those units allocated to the Squaxin Island Tribe by the Authority for the purpose of providing Indian Housing on an approximate twenty (20) acre cluster site described as:

The Northeast quarter of the Southeast quarter of the Northeast quarter and the Southeast quarter of the Southeast quarter of the Northeast quarter in Section 20, Township 19 North, Range 3 West, W.M., in Mason County, Washington.


C E R T I F I C A T I O N

The Foregoing Resolution was adopted at a regular meeting of the Squaxin Island Tribal Council, held on the 18 day of Oct, 1979, at which time a quorum of Council Members were present and was passed by a vote of 4 for, 0 against, and 0 abstain.

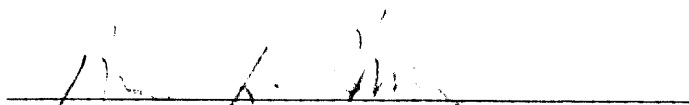


Calvin J. Peters Chairman

Attested By:



Mike Peters Secretary



Bryan A. Johnson Vice-Chairman

DOCUMENT TRANSMITTAL MEMO

To: Portland Title Plant

Date: 1/24/80

From: Puget Sound Agency

2128180

Please record the attached document and:

Return

Retain in Title Plant

(Other - Specify) 130

Reservation (Code No. only) 125 Tract No. 1127

Type Document (Code No.) 23

Agency's File No. (if any) 125

quaxin is.

TRANSMITTAL ACKNOWLEDGEMENT

To: Paul Grund Date: 2-4-80

From: Portland Title Plant

The document identified above has been recorded under No. 130 1858 (see date-time stamp on reverse) and is:

Returned herewith

Retained

Paul Grund
Authorized Signature

(TITLE PLANT USE ONLY)

Date entered in Recordation Register 2-4-80

EXAMINER'S REPORTS:

RECEIVED

MAR -4 1980

BUREAU OF INDIAN AFFAIRS
PUGET SOUND AGENCY

INITIAL

136 1858

FORM 5-6404
Rev. ed. (Mar. 1976)

UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs

Lease No. 12
Tribal Land Document No.

SQUAXIN ISLAND INDIAN COMMUNITY SITE

LEASE
(Public Housing Project)

THIS LEASE, made and entered into this 5th day of November, 1979, by and between SQUAXIN ISLAND INDIAN TRIBE

hereinafter called the "LESSOR," and the SOUTHERN PUGET SOUND INTER-TRIBAL HOUSING AUTHORITY Housing Authority.

hereinafter called the "LESSEE." This lease shall be subject to the approval of the SECRETARY OF THE INTERIOR, or his authorized representative.

WITNESSETH:

The parties hereto for the consideration hereinafter mentioned do covenant and agree as follows:

1. PREMISES. The Lessor hereby leases to the Lessee the following real property situated ON THE SQUAXIN ISLAND INDIAN RESERVATION described as follows:

The Northeast quarter of the Southeast quarter of the Northeast quarter and the Southeast quarter of the Southeast quarter of the Northeast quarter in Section 20, Township 19 North, Range 3 West, W.M., in Mason County, Washington.

1975 HO. 1112

T1009

The above property will comprise approximately 25 dwelling sites.

2. USE OF PREMISES. The premises shall be used for the purpose of constructing and operating a Public Housing Project, and its appurtenances, known as Project WA-52-C with the financial assistance of the Department of Housing and Urban Development, hereinafter called "HUD", under the provisions of the United States Housing Act of 1937, 50 Stat. 888, as amended, and for such other purposes, not inconsistent with the foregoing, as may be approved by the Lessor and HUD.

3. TERM. Lessee shall have and hold the described premises with their appurtenances for term of 25 years beginning on the date first above written. This lease shall automatically and without notice renew for an additional term of 25 years on the same terms and conditions contained herein. This lease may not be terminated by either or both parties during the initial or renewal term of the lease without the consent of HUD or until HUD interest in the project has been terminated.

4. CONSIDERATION FOR LEASE. In consideration of the Lessor entering into the lease, the Lessee shall pay the Lessor for use of the premises rent at the rate of one dollar (\$1.00) for each 25 year term, payment to be made for each term in advance. It is agreed that there shall be no adjustment of these payments in the event that any part of the leased premises is taken by condemnation for highway or other public purposes. It is further agreed that this lease or any part thereof including this paragraph shall not be construed to prejudice the rights or impair the prosecution of any claim of the Lessee arising out of such condemnation proceeding.

5. **ASSIGNMENTS.** This lease shall not otherwise be assigned, in whole or in part, without the prior written consent of the Lessor or Secretary of the Interior and, during the period HUD has a financial interest in the project, HUD, provided, that, the Lessee may assign this lease or deliver possession of the premises to the United States of America in the event of the issuance of a Notice of Substantial Default or Substantial Breach of any financial assistance contract between the Lessee and the United States of America. Nothing in this lease shall prevent the Lessee from executing and recording a mortgage and/or declaration of trust as may be necessary and appropriate under any such Federal financial assistance contract with the Lessee with respect to all or any part of the premises.
6. **SUBLEASES.** The Lessee is hereby authorized to make subleases and assignments of its leasehold interests in connection with development and operation of a Public Housing Project. During the term of any sublease, should the participant be or become an owner of the land it is hereby agreed that a merger of interest shall not occur.
7. **IMPROVEMENTS.** All improvements shall be made and remain the property of the Lessee or its assigns until the expiration of the lease. All such improvements shall become the property of the Lessor at the expiration of this lease.
8. **INSURANCE.** Lessee shall obtain and pay for owners', landlords', and tenants' public liability insurance, excluding property damage, in amounts acceptable to the Lessor and HUD. It is understood and agreed that the term "OWNERS" includes both the United States and the Lessor. The Lessee and its assigns shall hold the the Lessor and the United States harmless from any claim of whatsoever nature arising out of use or occupancy of the premises.
9. **RELINQUISHMENT OF SUPERVISION BY THE SECRETARY OF THE INTERIOR.** Nothing contained in this lease shall operate to delay or prevent a termination of Federal trust responsibilities with respect to the land by the issuance of a fee patent or otherwise during the term of the lease; however, such termination shall not serve to abrogate the lease. The owners of the land and the Lessee shall be notified by the Secretary of any such change in the status of the land.
10. **SHARE OF BENEFIT FROM LEASE.** No member of Congress or any delegate thereto or any resident Commissioner shall be admitted to any share or part of this lease or to any benefit that may arise herefrom.
11. **VIOLATIONS OF LEASE.** It is understood and agreed that violation of this lease shall be acted upon in accordance with the regulation in 25 CFR 131.
12. **QUIET ENJOYMENT.** Lessor agreed to defend the title to the leased premises and also especially agrees that Lessee and its tenants shall peaceably and quietly hold, enjoy and occupy the leased premises for the duration of this lease without any hindrance, interruption, ejection or molestation by Lessor or by any other person or persons whomsoever.
13. **SURRENDER OF POSSESSION.** If upon expiration or other termination of this lease, further use rights are not granted to the Lessee or its assigns by the Lessor, said Lessee or its assigns shall, upon demand, surrender to the Lessor complete and peaceable possession of the premises.
14. **UNLAWFUL CONDUCT.** The Lessee agrees not to use or cause to be used any part of said premises for any unlawful conduct or purposes.
15. **ASSENT NOT WAIVER OF FUTURE BREACH OF COVENANTS.** No assent, express or implied, to any breach of any of the Lessee's covenants, shall be deemed to be a waiver of any succeeding breach of any covenants.
16. **UPON WHOM BINDING.** It is understood and agreed that the covenants and agreements hereinbefore mentioned shall extend to and be binding upon the heirs, assigns, successors, executors, and administrators of the parties of this lease. While the leased premises are in trust or restricted status, all of the Lessee's obligations under this lease, and the obligations of its sureties, are to the United States as well as to the Lessor.
17. **APPROVAL.** It is further understood and agreed between the parties hereto that this lease shall be valid and binding only after approval by the Secretary of the Interior, or his authorized representative.

RECORDED
130 1858
80 FEB 4 P 3:46

TITLE & RECORDS
SECTION

TRIBALLY OWNED LAND:

In witness Whereof, the parties hereto have hereunto set their hands on the date first above written.

WITNESSES:

Nancy La Clair
Leslie E. Ruddy

VICE-CHAIRMAN LESSOR

Squaxin Island TRIBAL COUNCIL

Gary Peterson CHAIRMAN LESSOR
Michael A. Pavel SECRETARY LESSOR

SOUTHERN PUGET SOUND ITNER-TRIBAL HOUSING AUTHORITY
LESSEE

Gary Peterson CHAIRMAN, GARY PETERSON
Anne Pavel SECRETARY, ANNE PAVEL

The within lease is hereby approved: ~~JAN 28 1979~~

Alfred H. Kallant
acting SUPERINTENDENT

JAN 28 1980

(Authority: